

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS RESIGNING COLLATERAL AGENT		02/16/2018	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR COLLATERAL AGENT
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	3078052	E S L READING SMART
Registration Number:	3213041	THE PROVEN PATH TO ENGLISH PROFICIENCY
Registration Number:	3452386	
Registration Number:	3507135	STUDY ISLAND
Registration Number:	3739678	ISLANDWEB
Registration Number:	3739686	NORTHSTAR LEARNING
Registration Number:	3806805	STUDY ISLAND
Registration Number:	3810145	NORTHSTAR LEARNING
Registration Number:	3810147	ARCHIPELAGO LEARNING
Registration Number:	3898667	NORTHSTAR LEARNING
Registration Number:	3902695	ARCHIPELAGO LEARNING
Registration Number:	3909873	STUDY ISLAND
Registration Number:	3984945	READINGMATE
Registration Number:	3984947	READING MATE
Registration Number:	3984948	THE PROVEN PATH TO ACADEMIC SUCCESS
Registration Number:	4032067	ARCHIPELAGO LEARNING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3546640	STARS SUITE
Registration Number:	3546874	EDUCATIONAL OPTIONS
Registration Number:	4041005	EDOPTIONS
Registration Number:	3383398	ORCHARD SOFTWARE
Registration Number:	3463542	PRACTICEPLANET
Registration Number:	2351383	CYBER ED
Registration Number:	3198239	PERSONAL ALGEBRA TUTOR
Registration Number:	3790276	ACADEMIC SYSTEMS
Registration Number:	3790286	ACADEMIC SYSTEMS
Registration Number:	1022888	PLATO
Registration Number:	1090872	PLATO
Registration Number:	1098369	PLATO
Registration Number:	1153895	PLATO
Registration Number:	1202574	PLATO
Registration Number:	1233392	PLATO
Registration Number:	2124084	LIQUID BOOKS
Registration Number:	2129372	THE LIGHTSPAN NETWORK
Registration Number:	2129373	LIGHTSPAN LOCAL CONNECT
Registration Number:	2237859	WE ARE THE DOGS
Registration Number:	3001321	PLATO
Registration Number:	3096240	PLATO LEARNING
Registration Number:	3331922	STRAIGHT CURVE
Registration Number:	3341888	STRAIGHT CURVE
Registration Number:	3341889	PLATO
Registration Number:	3341890	PLATO LEARNING
Registration Number:	3400748	EDUTEST
Registration Number:	3593962	PLE
Registration Number:	3593963	PLE
Registration Number:	3597375	PLATO LEARNING ENVIRONMENT
Registration Number:	2519956	
Registration Number:	2571150	ACADEMIC SYSTEMS A
Registration Number:	2571152	ACADEMIC SYSTEMS
Registration Number:	4551201	EDOPTIONS ACADEMY
Registration Number:	4577255	EDMENTUM SENSEI
Registration Number:	4564863	EDMENTUM
Registration Number:	4377073	ACCUCESS
Registration Number:	4377074	FLEXTEST
Serial Number:	85458176	STUDY ISLAND

Property Type	Number	Word Mark
Serial Number:	85453483	STUDY ISLAND

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: DUSAN CLARK, ESQ.
Address Line 1: SIDLEY AUSTIN LLP
Address Line 2: 2021 MCKINNEY AVE., SUITE 2000
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	32513-50600
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	02/16/2018

Total Attachments: 16
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Assignment and Assumption of Trademark Security Agreement

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “**Assignment and Assumption**”) effective as of February 16, 2018 (“**Effective Date**”) is made by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as resigning Collateral Agent, as assignor (“**Assignor**”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as successor Collateral Agent, as assignee (“**Assignee**”).

WHEREAS, Archipelago Learning, LLC, Educational Options, Inc., Orchard Learning, LLC, PLATO Learning, Inc., PLATO, Inc. and Assignor entered into that certain Trademark Security Agreement (Second Lien) dated as of May 17, 2012 (collectively, the “**2012 Security Agreement**”), covering certain, among other collateral as set forth therein, intellectual property set forth on Exhibit A, including all goodwill associated therewith or symbolized thereby, and all proceeds and products of the foregoing (“**2012 Trademark Collateral**”) which 2012 Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 4785 Frame 0198, Reel 4785 Frame 0237, Reel 4785 Frame 0258 and Reel 4785 Frame 0284.

WHEREAS Edmentum, Inc., Archipelago Learning, Inc., Edmentum Holdings, Inc., and Project Porsche Holdings Corporation and Assignor entered into that certain Amended and Restated Guarantee and Collateral Agreement dated as of June 9, 2015 (“**2015 Security Agreement**”) covering, among other collateral as set forth therein, certain intellectual property set forth on Exhibit B, including all goodwill associated therewith or symbolized thereby, and all proceeds and products of the foregoing (“**2015 Trademark Collateral**”) pursuant to which 2015 Security Agreement a Notice of Grant of Security Interest in Trademarks was recorded at the USPTO at Reel 5553 Frame 0739. The 2012 Trademark Collateral and 2015 Trademark Collateral are collectively referred to herein as the “**Trademark Collateral**”. The 2012 Security Agreement and the 2015 Security Agreement are collectively referred to herein as the “**Trademark Security Agreements**”; and

WHEREAS, pursuant to that certain Instrument of Resignation and Appointment dated on even date hereof by and among Assignor as resigning agent and Assignee as succeeding agent among other parties (“**Instrument**”), Assignor has irrevocably assigned to Assignee all of its rights, powers privileges, and duties under certain credit and transaction documents including the Trademark Security Agreements.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Assignor hereby irrevocably, absolutely and unconditionally assigns and delegates to Assignee all of its rights, powers privileges, and duties and interest in, to and under the Trademark Security Agreements.
2. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.

3. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
4. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
5. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**, as resigning Collateral Agent

By: 
Name: Didier Siker
Title: Authorized Signatory

By: 
Name: Bryan J. Matthews
Title: Authorized Signatory

Accepted:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as successor Collateral Agent







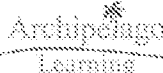
By: 
Name: Cora Holland-Koller
Title: Assistant Vice President

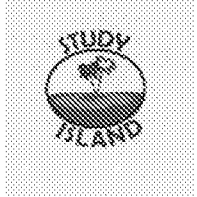

Exhibit A

2012 Trademark Collateral

TRADEMARKS/TRADE NAMES OWNED BY ARCHIPELAGO LEARNING, LLC

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
E S L READING SMART & Design 	76/410591 5/20/2002	3078052 4/11/2006
THE PROVEN PATH TO ENGLISH PROFICIENCY Design Only (Palm Trees) 	78/866766 4/21/2006	3213041 2/27/2007
STUDY ISLAND	77/196967 6/4/2007	3507135 9/30/2008
ISLANDWEB	77/761931 6/17/2009	3739678 1/19/2010
NORTHSTAR LEARNING	77/761989 6/17/2009	3739686 1/19/2010
STUDY ISLAND & Design 	77/863258 11/2/2009	3806805 6/22/2010
NORTHSTAR LEARNING & Design 	77/863277 11/2/2009	3810145 6/29/2010
ARCHIPELAGO LEARNING & Design 	77/863293 11/2/2009	3810147 6/29/2010
NORTHSTAR LEARNING & Design  NORTHSTAR LEARNING	77/863285 11/2/2009	3898667 1/4/2011
ARCHIPELAGO LEARNING & Design 	77/863307 11/2/2009	3902695 1/11/2011

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
STUDY ISLAND & Design 	77/863269 11/2/2009	3909873 1/25/2011
READINGMATE	85/161078 10/26/2010	3984945 6/28/2011
READING MATE & Design 	85/161090 10/26/2010	3984947 6/28/2011
THE PROVEN PATH TO ACADEMIC SUCCESS	85/161098 10/26/2010	3984948 6/28/2011
ARCHIPELAGO LEARNING	77/762038 6/17/2009	4032067 9/27/2011


U.S. Trademark Applications

Mark	App. No./ Filing Date	Status
STUDY ISLAND & Design 	85/458176 10/27/2011	Pending
STUDY ISLAND & Design 	85/453483 10/21/2011	Pending

State Trademark Registrations

State	Mark	Reg. No./ Reg. Date
Texas	ALLOY INTERACTIVE	800839923 7/5/2007
Texas	ALLOY MULTIMEDIA	800839925 10/9/2007
Texas	ALLOY MULTIMEDIA	800839926 8/1/2007
Texas	ALLOY INTERACTIVE	800839927 7/5/2007

Non-U.S. Trademark Registrations


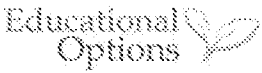
Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
China	E S L READING SMART & Design 	6313948 10/9/2007	6313948 8/14/2010

Non-U.S. Trademark Applications

Country	Mark	App. No./ Filing Date
Canada	STUDY ISLAND	1572295 4/10/2012
CTM	STUDY ISLAND	10847739 4/30/2012

TRADEMARKS/TRADE NAMES OWNED BY EDUCATIONAL OPTIONS, INC.

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
STARS SUITE & Design 	77/462500 4/30/2008	3546640 12/16/2008
EDUCATIONAL OPTIONS & Design 	77/514848 7/3/2008	3546874 12/16/2008
EDOPTIONS	85/221054 1/19/2011	4041005 10/18/2011



TRADEMARKS/TRADE NAMES OWNED BY ORCHARD LEARNING, LLC

U.S. Trademark Registrations



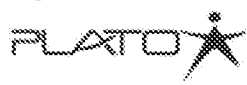


Mark	App. No./ Filing Date	Reg. No./ Reg. Date
ORCHARD SOFTWARE	78/958550 8/23/2006	3383398 2/12/2008
PRACTICEPLANET	77/155197 4/12/2007	3463542 7/8/2008



TRADEMARKS/TRADE NAMES OWNED BY PLATO LEARNING, INC.






U.S. Trademark Registrations

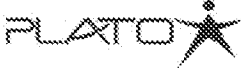
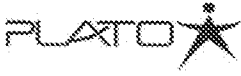
Mark	App. No./ Filing Date	Reg. No./ Reg. Date
CYBER ED	75/570643 10/29/1998	2351383 5/23/2000
PERSONAL ALGEBRA TUTOR	78/679689 7/27/2005	3198239 1/16/2007
ACADEMIC SYSTEMS & Design 	78/873247 5/1/2006	3790276 5/18/2010
ACADEMIC SYSTEMS & Design 	78/981277 5/1/2006	3790286 5/18/2010

Non-U.S. Trademark Registrations

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Australia	PLATO LEARNING & Starman Design 	976310 10/29/2003	976310 6/28/2004
Canada	PLATO	416301 10/7/1977	TMA247944 7/11/1980
Canada	PLATO LEARNING & Starman Design 	1260117 5/30/2005	TMA674769 10/13/2006
Canada	PLATO and Starman Design 	1301694 5/4/2006	TMA694682 8/24/2007
Canada	STRAIGHT CURVE & Design 	1301696 5/4/2006	TMA694705 8/24/2007
Canada	PLATO LEARNING & Design 	1301695 5/4/2006	TMA694706 8/24/2007

Country	Mark	App. No/ Filing Date	Reg. No/ Reg. Date
Canada	ACADEMIC SYSTEMS & Design 	1301698 5/4/2006	TMA694711 8/24/2007
China	PLATO	94086870 8/29/1994	854592 7/14/1996
China	PLATO	94086869 8/29/1994	857885 7/21/1996
China	PLATO	94086871 8/29/1994	863531 8/14/1996
CTM	PLATO	143115 4/1/1996	143115 11/17/1998
CTM	PLATO	2701860 5/20/2002	2701860 1/29/2004
CTM	PLATO LEARNING & Starman Design 	3181302 5/19/2003	3181302 12/22/2004
CTM	CYBERED	3429727 10/30/2003	3429727 5/19/2005
CTM	PLATO LEARNING & Starman Design 	4384152 5/10/2005	4384152 5/15/2006
CTM	PLATO and Starman Design 	5063706 5/9/2006	5063706 8/2/2007
CTM	ACADEMIC SYSTEMS & Design 	5063664 5/9/2006	5063664 8/2/2007
CTM	PLATO LEARNING & Design 	5063722 5/9/2006	5063722 8/2/2007
CTM	STRAIGHT CURVE & Design 	5063748 5/9/2006	5063748 8/2/2007
Dominican Republic	PLATO	10/5/1977	26900 10/5/1977
Hong Kong	PLATO	506/88 1/29/1988	19890568 2/27/1989
India	PLATO LEARNING & Starman Design 	1249318 11/11/2003	1249318 3/21/2007

Country	Mark	App. No/ Filing Date	Reg. No/ Reg. Date
Ireland	PLATO	740/80 3/19/1980	B99569 3/19/1980
Italy	PLATO	34723C/77 9/29/1977	822371 5/6/1985
Japan	PLATO	21790/1980 3/21/1980	1809366 9/27/1985
Malaysia	PLATO	M/89882 3/19/1981	M/89882 1/20/1987
Malaysia	PLATO	25420 7/13/2003	SAR/25420 2/11/1985
Mexico	PLATO LEARNING & Starman Design 	676053 9/8/2004	855010 10/11/2004
Mexico	PLATO LEARNING & Starman Design 	676052 9/8/2004	855272 10/19/2004
Mexico	PLATO LEARNING & Starman Design 	676050 9/8/2004	855505 10/20/2004
Morocco	PLATO	364007 9/25/1977	27833 9/28/1977
Puerto Rico	PLATO	43957 10/13/1998	43957 3/23/2000
Puerto Rico	PLATO	43958 10/13/1998	43958 3/23/2000
Romania	PLATO	6642 10/25/1977	10190 10/25/1977
Singapore	PLATO	1126/81 3/17/1981	T8101126F 3/17/1981
Singapore	PLATO	3453/82 7/5/1982	T8203453G 7/5/1982
South Africa	PLATO	B3980/77 9/6/1977	1977/03980 9/6/1977
South Africa	PLATO	1979/3237 6/26/1979	1979/3237 6/26/1979
South Africa	PLATO	1993/11972 12/14/1993	1993/11972 12/14/1993
South Africa	PLATO LEARNING & Starman Design 	2003/19080 10/30/2003	2003/19080 10/19/2007
South Africa	ACADEMIC SYSTEMS & Design 	2006/09798 5/5/2006	2006/09798 2/5/2010

Country	Mark	App. No/ Filing Date	Reg. No/ Reg. Date
South Africa	ACADEMIC SYSTEMS & Design 	2006/09799 5/5/2006	2006/09799 2/25/2010
South Africa	ACADEMIC SYSTEMS & Design 	2006/09800 5/5/2006	2006/09800 2/5/2010
South Africa	PLATO and Starman Design 	2006/09801 5/5/2006	2006/09801 6/25/2010
South Africa	PLATO and Starman Design 	2006/09802 5/5/2006	2006/09802 6/25/2010
South Africa	PLATO and Starman Design 	2006/09803 5/5/2006	2006/09803 6/25/2010
South Africa	PLATO LEARNING & Design 	2006/09804 5/5/2006	2006/09804 2/5/2010
South Africa	PLATO LEARNING & Design 	2006/09805 5/5/2006	2006/09805 2/5/2010
South Africa	PLATO LEARNING & Design 	2006/09806 5/5/2006	2006/09806 2/5/2010
South Africa	STRAIGHT CURVE & Design 	2006/09807 5/5/2006	2006/09807 2/5/2010
South Africa	STRAIGHT CURVE & Design 	2006/09808 5/5/2006	2006/09808 2/5/2010
South Africa	STRAIGHT CURVE & Design 	2006/09809 5/5/2006	2006/09809 2/5/2010
Taiwan	PLATO	84026828 5/31/1995	720386 7/1/1996
Taiwan	PLATO	84026827 5/31/1995	727761 9/16/1996


Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Venezuela	PLATO	6918 9/19/1977	92941F 11/22/1979


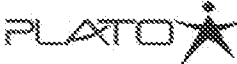




Trade Names

Trade name	Jurisdiction	Registration No. Registration Date
PLATO LEARNING	U.S. State (Nebraska)	10088856 07-SEP-2006
PLATO LEARNING	U.S. State (Wyoming)	2005-00494645 15-JUN-2005

TRADEMARKS/TRADE NAMES OWNED BY PLATO, INC.

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
PLATO	73/046755 3/17/1975	1022888 10/14/1975
PLATO	73/142585 9/26/1977	1090872 5/9/1978
PLATO	73/135294 7/25/1977	1098369 8/1/1978
PLATO	73/218050 6/1/1979	1153895 5/12/1981
PLATO	73/325741 8/28/1981	1202574 7/27/1982
PLATO	73/349744 2/10/1982	1233392 4/5/1983
LIQUID BOOKS	74/560918 8/15/1994	2124084 12/23/1997
THE LIGHTSPAN NETWORK	75/046991 1/23/1996	2129372 1/13/1998
LIGHTSPAN LOCAL CONNECT	75/046992 1/23/1996	2129373 1/13/1998
WE ARE THE DOGS	75/978043 7/14/1997	2237859 4/6/1999
PLATO	78/412959 5/4/2004	3001321 9/27/2005
PLATO LEARNING & Starman Design 	76/977978 4/25/2003	3096240 5/23/2006
STRAIGHT CURVE	78/795469 1/20/2006	3331922 11/6/2007

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
STRAIGHT CURVE & Design 	78/873022 4/30/2006	3341888 11/20/2007
PLATO and Starman Design 	78/873252 5/1/2006	3341889 11/20/2007
PLATO LEARNING & Design 	78/873254 5/1/2006	3341890 11/20/2007
EDUTEST	77/076846 1/5/2007	3400748 3/25/2008
PLE	77/393934 2/11/2008	3593962 3/24/2009
PLE & Design 	77/393937 2/11/2008	3593963 3/24/2009
PLATO LEARNING ENVIRONMENT Design Only	77/393964 2/11/2008	3597375 3/31/2009
	76220576 3/6/2001	2519956 12/18/2001
ACADEMIC SYSTEMS A & Design 	76178613 12/7/2000	2571150 5/21/2002
ACADEMIC SYSTEMS	76179314 12/7/2000	2571152 5/21/2002

Non-U.S. Trademark Registrations

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Great Britain	PLATO	1083448 9/12/1977	1083448 9/12/1977
Great Britain	PLATO	1083449 9/12/1977	1083449 9/12/1977
Great Britain	PLATO	1287557 10/9/1986	1287557 11/10/1989
Jamaica	PLATO	TM9/810 10/21/1981	20223 10/21/1981





Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Tangier	PLATO	4928 9/6/1977	R11771 8/22/1981
United Arab Emirates	PLATO LEARNING & Starman Design 	58827 2/15/2004	52023 3/29/2005
United Arab Emirates	PLATO LEARNING & Starman Design 	58826 2/15/2004	52024 3/29/2005
United Arab Emirates	PLATO LEARNING & Starman Design 	58825 2/15/2004	52025 3/29/2005

Exhibit B

2015 Trademark Collateral

Mark	Class	Country	Reg. No./ Reg. Date	Current Owner	Status
EDOPTIONS ACADEMY 	41	US	4551201 17-JUN- 2014	EDMENTUM, INC.	Registered
EDMENTUM SENSEI	42	US	4577255 29-JUL- 2014	EDMENTUM, INC.	Registered
EDMENTUM	9 16 35 38 41 42	US	4564863 08-JUL- 2014	EDMENTUM, INC.	Registered
ACCUCESS	42	US	4377073 30-JUL- 2013	EDMENTUM, INC.	Registered
FLEXTTEST	42	US	4377074 30-JUL- 2013	EDMENTUM, INC.	Registered
EDMENTUM		Mexico	1472518 82-JUL- 2014	EDMENTUM, INC.	Registered
EDMENTUM		Mexico	1472517 82-JUL- 2014	EDMENTUM, INC.	Registered
EDMENTUM		South Africa	2013/06825 15-MAR- 2013	EDMENTUM, INC.	Registered
EDMENTUM		South Africa	2013/06826 15-MAR- 2013	EDMENTUM, INC.	Registered
EDMENTUM		South Africa	2013/06827 15-MAR- 2013	EDMENTUM, INC.	Registered
EDMENTUM		South Africa	2013/06824 15-MAR- 2013	EDMENTUM, INC.	Registered
EDOPTIONS ACADEMY (Stylized)		WIPO	1210881 23-APR- 2014	EDMENTUM, INC.	Registered China, European Community, India, Mexico
EDMENTUM		WIPO	1189243 15-MAR- 2013	EDMENTUM, INC.	Registered China, European Community Pending Mexico

Mark	Class	Country	Reg. No./ Reg. Date	Current Owner	Status
PLATO LEARNING		Puerto Rico	61211 30-SEP- 2005	EDMENTUM HOLDINGS, INC.	Registered
PLATO		Malaysia	S027615 20-APR- 1987	EDMENTUM HOLDINGS, INC.	Registered
ORCHARD SOFTWARE	9		3383398 12 FEB 2008	Edmentum, Inc.	Registered